

# **EXHIBIT A**

# **EXHIBIT A**

## DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada A - 15-722669-C

Case No. \_\_\_\_\_

(Assigned by Clerk's Office)

XXIX

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Suzana Pastor	Defendant(s) (name/address/phone): Bank of America, N.A., Green Tree Servicing, LLC, Department Stores National Bank, and Equifax Information Services LLC
Attorney (name/address/phone): Danny Horen 7854 W. Sahara Avenue Las Vegas, NV 89117	Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Torts	
<b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
<b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ	Other Civil Filing	
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<b>Other Civil Filing</b> <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters	

*Business Court filings should be filed using the Business Court civil coversheet.*

8/5/2015

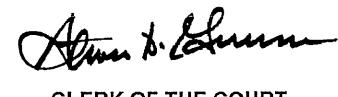
/s/ Danny Horen

Date

Signature of initiating party or representative

*See other side for family-related case filings.*

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CLERK OF THE COURT

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14 **EIGHTH JUDICIAL DISTRICT COURT**

15 A-15-722669-C

16 **DISTRICT OF NEVADA**

17 **Case No.:** XXIX

18 **SUZANA PASTOR,**

19 Plaintiff,

20 v.

21 **BANK OF AMERICA, N.A.,**  
22 **GREEN TREE SERVICING,**  
23 **LLC, DEPARTMENT STORES**  
24 **NATIONAL BANK, and**  
**EQUIFAX INFORMATION**  
**SERVICES, LLC,**

25 Defendants.

26 **COMPLAINT FOR DAMAGES**  
**PURSUANT TO THE FAIR CREDIT**  
**REPORTING ACT, 15 U.S.C. § 1681,**  
**ET SEQ.**

27 **JURY TRIAL DEMANDED**

28 **COMPLAINT**

## INTRODUCTION

- 1       1. The United States Congress has found the banking system is dependent upon  
2       fair and accurate credit reporting. Inaccurate credit reports directly impair  
3       the efficiency of the banking system, and unfair credit reporting methods  
4       undermine the public confidence, which is essential to the continued  
5       functioning of the banking system. Congress enacted the Fair Credit  
6       Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”), to insure fair and  
7       accurate reporting, promote efficiency in the banking system, and protect  
8       consumer privacy. The FCRA seeks to ensure consumer reporting agencies  
9       exercise their grave responsibilities with fairness, impartiality, and a respect  
10      for the consumer’s right to privacy because consumer reporting agencies  
11      have assumed such a vital role in assembling and evaluating consumer credit  
12      and other information on consumers. The FCRA also imposes duties on the  
13      sources that provide credit information to credit reporting agencies, called  
14      “furnishers.”
- 15      2. SUZANA PASTOR (“Plaintiff”), by Plaintiff’s attorneys, brings this action  
16      to challenge the actions of BANK OF AMERICA, N.A. (“B of A”),  
17      GREEN TREE SERVICING, LLC, (“GTS”), DEPARTMENT STORES  
18      NATIONAL BANK (“DSNB”), and EQUIFAX INFORMATION  
19      SERVICES, LLC, (“Equifax”) (or jointly as “Defendants”) with regard to  
20      erroneous reports of derogatory and negative credit information made by  
21      22      23      24      25      26      27      28

1 Defendants to national reporting agencies, and for failure of Defendants to  
2 properly investigate, and this conduct caused Plaintiff damages.

3 3. Plaintiff makes these allegations on information and belief, with the  
4 exception of those allegations that pertain to Plaintiff, or to Plaintiff's  
5 counsel, which Plaintiff alleges on personal knowledge.

6 4. While many violations are described below with specificity, this Complaint  
7 alleges violations of the statute cited in its entirety.

8 5. Unless otherwise stated, all the conduct engaged in by Defendants took  
9 place in Nevada.

10 6. Any violations by Defendants were knowing, willful, and intentional, and  
11 Defendant did not maintain procedures reasonably adapted to avoid any such  
12 violation.

13 7. Unless otherwise indicated, the use of Defendants' name in this Complaint  
14 includes all agents, employees, officers, members, directors, heirs,  
15 successors, assigns, principals, trustees, sureties, subrogees, representatives,  
16 and insurers of Defendants' named.

17 **JURISDICTION AND VENUE**

18 8. This action arises out of Defendants' violations of the Fair Credit Reporting  
19 Act, 15 U.S.C. §§ 1681-1681(x) ("FCRA").

9. Venue is proper in this Court because Defendants are subject to personal jurisdiction in the County of Clark, State of Nevada as they conduct business there, and the conduct giving rise to this action occurred in Nevada.

## PARTIES

10. Plaintiff is a natural person residing in the County of Clark, State of Nevada. In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1681a(c). Defendant B of A is a corporation doing business in the State of Nevada. Defendant GTS is a corporation doing business in the State of Nevada. Defendant DNSB is a corporation doing business in the State of Nevada. Defendant Equifax is a corporation doing business in the State of Nevada.

11. Defendants B of A, GTS, and DSNB are furnishers of information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnish information to a consumer credit reporting agency.

12. Defendant Equifax is a national credit reporting agency, doing business in Nevada, with a principal place of business in Georgia.

## GENERAL ALLEGATIONS

13. At all times relevant, Plaintiff was an individual residing within the State of Nevada

14 At all times relevant Defendants conducted business in the State of Nevada

1 15. On or about March 28, 2011, Plaintiff filed for Bankruptcy in the United  
2 States Bankruptcy Court for the District of Nevada. Plaintiff's case was  
3 assigned Case Number 11-14415 (the "Bankruptcy").  
4

5 16. The obligations ("Debt") to each defendant were scheduled in the  
6 Bankruptcy and Defendants, the Creditors, received notice of the  
7 Bankruptcy.  
8

9 17. On or about January 5, 2015, Plaintiff received a Bankruptcy discharge.  
10

11 18. None of the Defendants filed any proceedings to declare their Debt "non  
12 dischargeable" pursuant to 11 U.S.C. § 523 *et seq.*  
13

14 19. Defendants also did not request relief from the "automatic stay" codified at  
15 11 U.S.C. §362 *et seq.* while the Plaintiff's Bankruptcy was pending to  
16 pursue the Plaintiff on any *personal* liability for any of the underlying Debts.  
17

18 20. Accordingly, the Debt to each defendant was discharged through the  
19 Bankruptcy.  
20

21 21. Further, while the automatic stay was in effect during the Bankruptcy, it was  
22 illegal for any of the Defendants to report any post-Bankruptcy derogatory  
23 collection information.  
24

25 22. Defendants' reporting post-Bankruptcy derogatory information was  
26 inaccurate and misleading in that Defendants continued reporting  
27 information based on Defendants' pre-bankruptcy contract terms with the  
28

1 Plaintiff, which were no longer enforceable upon the bankruptcy filing,  
2 thereby rendering the disputed information “inaccurate.”

3 23. Additionally, Defendants’ inaccurate reporting did not comply with the  
4 Consumer Data Industry Association’s Metro 2 reporting standards, which  
5 provides guidance for credit reporting and FCRA compliance.

6 24. Plaintiff subsequently learned that each of the named Defendants reported  
7 post-Bankruptcy derogatory credit information regarding the obligations on  
8 Plaintiff’s credit reports, thereby causing erroneous and negative credit  
9 information in Plaintiff’s credit files.

10 12 **Bank of America, N.A. Misreported Credit Information**

11 13 **Re: Account No. 6818100249\***

14 15 25. In an Equifax credit report dated April 20, 2015, B of A reported the  
16 following inaccurate, derogatory information:

17 18 • Balance Amount of \$30,648

19 20 26. B of A should not have reported derogatory information on Plaintiff’s  
21 account after March 28, 2011, because Plaintiff filed for Bankruptcy on  
22 March 28, 2011.

23 24 27. The adverse information reported by Defendant complained of herein was  
25 based on Defendant’s assertion of pre-bankruptcy obligations and was  
26 therefore inaccurate, since after filing Chapter 13 Bankruptcy the Chapter 13

1 plan determined how Defendant would be paid. Failing to report consistent  
2 with the terms of the Chapter 13 plan was therefore inaccurate.

3 28. Defendant failed to report consistent with the terms of the Plaintiff's Chapter  
4 13 Plan and thereby furnished inaccurate information as set forth herein.

5 29. On or about May 22, 2015, Plaintiff disputed B of A's reported information  
6 regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Equifax,  
7 in writing, of the incorrect and inaccurate credit information furnished by B  
8 of A.

9 30. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the  
10 "Equifax Dispute Letter"), requesting the above inaccurate and incorrect  
11 derogatory information be removed as follows:

12 15 • This account was discharged in my Bankruptcy which was filed on  
13 16 3/28/2011 and discharged 1/05/2015, bearing docket No. 11-14415 in  
14 17 the District for Nevada. The balance on this account should be "\$0"  
15 18 and the status should be reporting as "current". Specifically, you show  
16 a Balance Amount of \$30,648.

17 19 31. The Equifax Dispute Letter further requested that Equifax:

20 21 • Immediately delete this account and the disputed derogatory  
22 23 information from [Plaintiff's] credit report.  
24 • The discharged debt should be reported with an account balance  
25 26 of \$0 with a status of "current".  
27 • Further, there should be no post-bankruptcy activity reported on  
28 28 this account. The date of last activity on this account should pre-  
date my bankruptcy filing date, 3/28/2011, since a default on this  
account occurred no later than the Bankruptcy filing date.

1           • Any post-bankruptcy derogatory information should be  
2           immediately deleted from [Plaintiff's] report.

3           • If [Equifax] do[es] not immediately delete this from  
4           [Plaintiff's] credit report, please include a 100-word statement in  
5           my credit report of all of the disputed information contained in this  
letter regarding this account.

6           32. Upon information and belief, Equifax timely notified B of A of Plaintiff's  
7           dispute, but B of A continued reporting derogatory information.

8           33. B of A and Equifax were required to conduct a reinvestigation into this  
9           specific account on Plaintiff's consumer report pursuant to 15 U.S.C.  
10           §1681i.

11           34. On or about June 30, 2015, Plaintiff received notification from Equifax that  
12           B of A and Equifax received notice of Plaintiff's dispute pursuant to 15  
13           U.S.C. § 1681i(a)(6), and verified the account "may be considered negative."

14           35. Surprisingly, rather than remove all the inaccurate, derogatory information  
15           from Plaintiff's report, B of A and Equifax simply left derogatory  
16           information on Plaintiff's report. Specifically, B of A and Equifax reported  
17           the following inaccurate, derogatory information:

18           • Balance Amount of \$30,648

19           36. B of A and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an  
20           investigation with respect to the disputed information as required by 15  
21           U.S.C. § 1681s-2(b)(1)(A).

1 37. B of A and Equifax failed to review all relevant information provided by  
2 Plaintiff in the dispute to Equifax, as required by and in violation of 15  
3 U.S.C. § 1681s-2(b)(1)(B).  
4

5 38. Due to B of A and Equifax's failure to investigate, they each further failed to  
6 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-  
7 2(b)(1)(E), thereby causing continued reporting of inaccurate information in  
8 violation of 15 U.S.C. § 1681s-2(b)(1)(C).  
9

10 39. Plaintiff's continued efforts to correct B of A and Equifax's erroneous and  
11 negative reporting of the Debt by communicating Plaintiff's dispute with B  
12 of A and Equifax were fruitless.  
13

14 40. B of A and Equifax's continued inaccurate and negative reporting of the  
15 Debt in light of its knowledge of the actual error was willful.  
16

17 41. B of A and Equifax's inaccurate and negative reporting damaged Plaintiff's  
18 creditworthiness.  
19

20 42. By inaccurately reporting account information relating to the Debt after  
21 notice and confirmation of its errors, B of A and Equifax failed to take the  
22 appropriate measures as determined in 15 U.S.C. §§ 1681s-2(b)(1)(D) and  
23 (E).  
24

25 //

26 //

27 //

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28 COMPLAINT

## Green Tree Servicing, LLC Misreported Credit Information

Re: Account No. 6895\*

43. In an Equifax credit report dated April 20, 2015, GTS reported the following inaccurate, derogatory information:

- Post-bankruptcy account activity: Date of Major Delinquency First  
Reported August 2013

44. GTS should not have reported derogatory information on Plaintiff's account after March 28, 2011, because Plaintiff filed for Bankruptcy on March 28, 2011.

45. The adverse information reported by Defendant complained of herein was based on Defendant's assertion of pre-bankruptcy obligations and was therefore inaccurate, since after filing Chapter 13 Bankruptcy the Chapter 13 plan determined how Defendant would be paid. Failing to report consistent with the terms of the Chapter 13 plan was therefore inaccurate.

46. Defendant failed to report consistent with the terms of the Plaintiff's Chapter 13 Plan and thereby furnished inaccurate information as set forth herein.

47. On or about May 22, 2015, Plaintiff disputed GTS's reported information regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Equifax, in writing, of the incorrect and inaccurate credit information furnished by GTS.

48. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the “Equifax Dispute Letter”), requesting the above inaccurate and incorrect derogatory information be removed as follows:

- This account was included in my Bankruptcy which was filed on 3/28/2011 and discharged 1/05/2015, bearing docket No. 11-14415 in the District for Nevada. The last activity date on this account should be no greater than the filing date, 3/28/2011. However, this account is showing activity after the Bankruptcy filing date, which is causing this account to remain on my credit report longer than it should. Specifically, you show the Date Maj. Del. 1<sup>st</sup> Rptd 08/2013.

49. The Equifax Dispute Letter further requested that Equifax:

- Immediately delete this account and the disputed derogatory information from [Plaintiff's] credit report.
- The discharged debt should be reported with an account balance of \$0 with a status of “current”.
- Further, there should be no post-bankruptcy activity reported on this account. The date of last activity on this account should pre-date my bankruptcy filing date, 3/28/2011, since a default on this account occurred no later than the Bankruptcy filing date.
- Any post-bankruptcy derogatory information should be immediately deleted from [Plaintiff's] report.
- If [Equifax] do[es] not immediately delete this from [Plaintiff's] credit report, please include a 100-word statement in my credit report of all of the disputed information contained in this letter regarding this account.

50. Upon information and belief, Equifax timely notified GTS of Plaintiff's dispute, but GTS continued reporting derogatory information.

1 51. GTS and Equifax were required to conduct a reinvestigation into this  
2 specific account on Plaintiff's consumer report pursuant to 15 U.S.C.  
3 §1681i.  
4

5 52. On or about June 30, 2015, Plaintiff received notification from Equifax that  
6 GTS and Equifax received notice of Plaintiff's dispute pursuant to 15 U.S.C.  
7 § 1681i(a)(6), and verified the account "may be considered negative."  
8

9 53. Surprisingly, rather than remove all the inaccurate, derogatory information  
10 from Plaintiff's report, GTS and Equifax simply left derogatory information  
11 on Plaintiff's report and added more derogatory information. Specifically,  
12 GTS and Equifax reported the following inaccurate, derogatory information:  
13

- 14 • Post-bankruptcy account activity: Date of Major Delinquency First  
15 Reported May 2015
- 16 • Balance Amount of \$151,159

17 54. GTS and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an  
18 investigation with respect to the disputed information as required by 15  
19 U.S.C. § 1681s-2(b)(1)(A).  
20

21 55. GTS and Equifax failed to review all relevant information provided by  
22 Plaintiff in the dispute to Equifax, as required by and in violation of 15  
23 U.S.C. § 1681s-2(b)(1)(B).  
24

25 56. Due to GTS and Equifax's failure to investigate, they each further failed to  
26 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-  
27  
28

1 2(b)(1)(E), thereby causing continued reporting of inaccurate information in  
2 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

3 57. Plaintiff's continued efforts to correct GTS and Equifax's erroneous and  
4 negative reporting of the Debt by communicating Plaintiff's dispute with  
5 GTS and Equifax were fruitless.

6 58. GTS and Equifax's continued inaccurate and negative reporting of the Debt  
7 in light of its knowledge of the actual error was willful.

8 59. GTS and Equifax's inaccurate and negative reporting damaged Plaintiff's  
9 creditworthiness.

10 60. By inaccurately reporting account information relating to the Debt after  
11 notice and confirmation of its errors, GTS and Equifax failed to take the  
12 appropriate measures as determined in 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and  
13 (E).

14 **Department Stores National Bank Misreported Credit Information**

15 **Re: Account No. 435537002\***

16 61. In an Equifax credit report dated April 20, 2015, DSNB reported the  
17 following inaccurate, derogatory information:

18

19

20

21

22

23

24

25

- 26 • Post-bankruptcy account activity: Date of Major Delinquency First
- 27 Reported November 2011

1       62. DSNB should not have reported derogatory information on Plaintiff's  
2       account after March 28, 2011, because Plaintiff filed for Bankruptcy on  
3       March 28, 2011.

4       63. The adverse information reported by Defendant complained of herein was  
5       based on Defendant's assertion of pre-bankruptcy obligations and was  
6       therefore inaccurate, since after filing Chapter 13 Bankruptcy the Chapter 13  
7       plan determined how Defendant would be paid. Failing to report consistent  
8       with the terms of the Chapter 13 plan was therefore inaccurate.

9       64. Defendant failed to report consistent with the terms of the Plaintiff's Chapter  
10       13 Plan and thereby furnished inaccurate information as set forth herein.

11       65. On or about May 22, 2015, Plaintiff disputed DSNB's reported information  
12       regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Equifax,  
13       in writing, of the incorrect and inaccurate credit information furnished by  
14       DSNB.

15       66. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the  
16       "Equifax Dispute Letter"), requesting the above inaccurate and incorrect  
17       derogatory information be removed as follows:

18

- 19       • This account was included in my Bankruptcy which was filed on  
20       3/28/2011 and discharged 1/05/2015, bearing docket No. 11-14415 in  
21       the District for Nevada. The last activity date on this account should  
22       be no greater than the filing date, 3/28/2011. However, this account is  
23       showing activity after the Bankruptcy filing date, which is causing  
24       this account to remain on my credit report longer than it should.  
25       Specifically, you show the Date Maj. Del. 1<sup>st</sup> Rptd 11/2011.

1       67. The Equifax Dispute Letter further requested that Equifax:

2           • Immediately delete this account and the disputed derogatory  
3           information from [Plaintiff's] credit report.

4           • The discharged debt should be reported with an account balance  
5           of \$0 with a status of "current".

6           • Further, there should be no post-bankruptcy activity reported on  
7           this account. The date of last activity on this account should pre-  
8           date my bankruptcy filing date, 3/28/2011, since a default on this  
9           account occurred no later than the Bankruptcy filing date.

10           • Any post-bankruptcy derogatory information should be  
11           immediately deleted from [Plaintiff's] report.

12           • If [Equifax] do[es] not immediately delete this from  
13           [Plaintiff's] credit report, please include a 100-word statement in  
14           my credit report of all of the disputed information contained in this  
15           letter regarding this account.

16       68. Upon information and belief, Equifax timely notified DSNB of Plaintiff's  
17           dispute, but DSNB continued reporting derogatory information.

18       69. DSNB and Equifax were required to conduct a reinvestigation into this  
19           specific account on Plaintiff's consumer report pursuant to 15 U.S.C.  
20           §1681i.

21       70. On or about June 30, 2015, Plaintiff received notification from Equifax that  
22           DSNB and Equifax received notice of Plaintiff's dispute pursuant to 15  
23           U.S.C. § 1681i(a)(6), and verified the account "may be considered negative."

24       71. Surprisingly, rather than remove all the inaccurate, derogatory information  
25           from Plaintiff's report, DSNB and Equifax simply left derogatory

1 information on Plaintiff's report. Specifically, DSNB and Equifax reported  
2 the following inaccurate, derogatory information:

3 • Post-bankruptcy account activity: Date of Major Delinquency First  
4  
5 Reported November 2011

6 72. DSNB and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an  
7 investigation with respect to the disputed information as required by 15  
8 U.S.C. § 1681s-2(b)(1)(A).

9 73. DSNB and Equifax failed to review all relevant information provided by  
10 Plaintiff in the dispute to Equifax, as required by and in violation of 15  
11 U.S.C. § 1681s-2(b)(1)(B).

12 74. Due to DSNB and Equifax's failure to investigate, they each further failed to  
13 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-  
14 2(b)(1)(E), thereby causing continued reporting of inaccurate information in  
15 violation of 15 U.S.C. § 1681s-2(b)(1)(C).

16 75. Plaintiff's continued efforts to correct DSNB and Equifax's erroneous and  
17 negative reporting of the Debt by communicating Plaintiff's dispute with  
18 DSNB and Equifax were fruitless.

19 76. DSNB and Equifax's continued inaccurate and negative reporting of the  
20 Debt in light of its knowledge of the actual error was willful.

21 77. DSNB and Equifax's inaccurate and negative reporting damaged Plaintiff's  
22 creditworthiness.

78. By inaccurately reporting account information relating to the Debt after notice and confirmation of its errors, DSNB and Equifax failed to take the appropriate measures as determined in 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

**FIRST CAUSE OF ACTION  
VIOLATION OF THE FAIR CREDIT REPORTING ACT  
15 U.S.C. § 1681 ET SEQ. (FCRA)**

79. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

80. The foregoing acts and omissions constitute numerous and multiple willful, reckless or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681.

81. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

82. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15

1 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to  
2 15 U.S.C. § 1681o(a)(2) from Defendants.

3 **PRAYER FOR RELIEF**

4 Plaintiff respectfully requests the Court grant Plaintiff the following relief  
5 against Defendants:

6 **FIRST CAUSE OF ACTION**  
7 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
8 **15 U.S.C. § 1681 ET SEQ. (FCRA)**

9

10 • an award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);  
11 • award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);  
12 • an award of punitive damages as the Court may allow pursuant to 15  
13 U.S.C. § 1681n(a)(2);  
14 • award of costs of litigation and reasonable attorney's fees, pursuant to 15  
15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1) against Defendants  
16 for each incident of negligent noncompliance of the FCRA; and  
17  
18 • any other relief the Court may deem just and proper.

19 **TRIAL BY JURY**

20  
21 83. Pursuant to the seventh amendment to the Constitution of the United States  
22 of America, Plaintiff is entitled to, and demands, a trial by jury.

23  
24 Dated: August 5, 2015

25  
26 Respectfully submitted,  
27  
28

BY: /s/ DANNY J. HOREN  
DANNY J. HOREN, Esq.  
ATTORNEY FOR PLAINTIFF

---

29  
30 **COMPLAINT**

1 **IAFD**  
2 **KAZEROUNI LAW GROUP, APC**  
3 Danny J. Horen, Esq.  
NV Bar No. 13153  
7854 W. Sahara Avenue  
4 Las Vegas, NV 89117  
Telephone: (800)400-6808  
5 Facsimile: (800)520-5523  
*Attorneys for Plaintiff*

6  
7 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

8  
9 **SUZANA PASTOR,**

10  
11 **Plaintiff,**

12 **v.**

13 **BANK OF AMERICA, N.A., GREEN**  
14 **TREE SERVICING, LLC,**  
15 **DEPARTMENT STORES**  
16 **NATIONAL BANK, and EQUIFAX**  
**INFORMATION SERVICES, LLC,**

17 **Defendants.**

18  
19 A-15-722669-C  
CASE NO.  
DEPT. NO. **XXIX**

20  
21 **INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)**

22 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are  
submitted for parties appearing in the above entitled action as indicated below:

23 **1<sup>st</sup> Appearance Fee**

24  \$270.00

25 Total Paid **\$ 270.00**

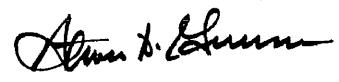
26 DATED: August 5, 2015

27 By: /s/ Danny J. Horen  
28 Danny Horen, Esq.  
Attorney for Plaintiff

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11/24/2015 07:41:17 PM

1 Sara Khosroabadi  
2 NV Bar No. 13703  
3 sara@westcoastlitigation.com  
4 **HYDE & SWIGART**  
5 7854 W. Sahara Avenue  
6 Las Vegas, NV 89117  
7 Telephone: (619) 233-7770  
8 Facsimile: (619) 297-1022

9  
10 *Attorneys for Plaintiff,*  
11 Suzana Pastor  
12  
13

  
CLERK OF THE COURT

9  
10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 SUZANA PASTOR

13 Plaintiff,  
14 BANK OF AMERICA, N.A.,  
15 DEPARTMENT STORES  
16 NATIONAL BANK, EQUIFAX  
17 INFORMATION SERVICES, LLC.  
18 GREEN TREE SERVICING, LLC.  
19  
20

21 Defendants.  
22  
23

24 **Case No.: A-15-722669-C**

25 **DEPT. NO: 29**

26 **NOTICE OF APPEARANCE**

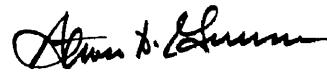
27 PLEASE TAKE NOTICE that Sara Khosroabadi of Hyde & Swigart, will  
28 appear as Co-Counsel with the law firm of Haines & Krieger and The Kazerouni  
Law Group, APC, for Plaintiff(s), Suzana Pastor.

29  
30 **HYDE & SWIGART**

31 Date: 11/24/15

32 By: /s/ Sara Khosroabadi  
33 Sara Khosroabadi  
34 Attorneys for Plaintiff

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CLERK OF THE COURT

1 SUBT  
2 Michael Kind, Esq.  
3 NV Bar No. 13903  
4 KAZEROUNI LAW GROUP, APC  
5 7854 W. Sahara Avenue  
6 Las Vegas, Nevada 89117  
7 Phone: (800) 400-6808 x7  
8 Fax: (800) 520-5523  
9 mkind@kazlg.com

6 David H. Krieger, Esq.  
7 NV Bar No. 9086  
8 HAINES & KRIEGER, LLC  
9 8985 S. Eastern Avenue, Suite 350  
10 Henderson, Nevada 89123  
11 Phone: (702) 880-5554  
12 FAX: (702) 385-5518  
13 dkrieger@hainesandkrieger.com

14 *Attorneys for Plaintiff*

15  
16 **DISTRICT COURT**  
17 **CLARK COUNTY, NEVADA**

18 Suzana Pastor,

19 Case No.: A-15-722669-C

20 Plaintiff,

21 v.

22 BANK OF AMERICA, N.A., GREEN  
23 TREE SERVICING, LLC,  
24 DEPARTMENT STORES NATIONAL  
BANK, and EQUIFAX INFORMATION  
SERVICES, LLC,

Defendants.

**NOTICE OF CHANGE OF  
STATUS OF COUNSEL**

25 PLEASE TAKE NOTICE that effective December 1, 2015 Danny J. Horen left the firm

26 Kazerouni Law Group, APC.

1 PLEASE TAKE NOTICE that the undersigned hereby appears as co-counsel on behalf of  
2 Plaintiff Suzana Pastor. Please substitute Michael Kind for Danny J. Horen of Kazerouni Law  
3 Group, APC to the service list at the address shown below.

4 DATED December 1, 2015.

**KAZEROUNI LAW GROUP, APC**

5 By: /s/ Michael Kind  
6 Michael Kind, Esq.  
7 NV Bar No. 13903  
7854 W. Sahara Avenue  
8 Las Vegas, Nevada 89117  
mkind@kazlg.com

9 *Attorney for Plaintiff*

10  
11  
12  
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24

## **CERTIFICATE OF SERVICE**

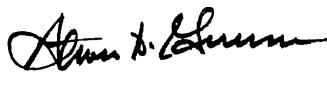
Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure and Part VIII of the Eighth Judicial District Court Rules, I certify that on the 1st day of December 2015, the foregoing NOTICE OF CHANGE OF STATUS OF COUNSEL was sent via the Court's electronic filing and service provider, Wiznet, to all parties that have appeared in this case and have registered to receive electronic notifications.

By: /s/ Michael Kind  
Michael Kind, Esq.  
NV Bar No. 13903  
7854 W. Sahara Avenue  
Las Vegas, Nevada 89117

Electronically Filed  
12/04/2015 12:17:24 AM

1 **NOTA**

2 DARREN T. BRENNER, ESQ.  
3 Nevada Bar No. 8386  
4 MATTHEW I. KNEPPER, ESQ.  
5 Nevada Bar No. 12796  
6 AKERMAN LLP  
7 1160 Town Center Drive, Suite 330  
8 Las Vegas, Nevada 89144  
9 Telephone: (702) 634-5000  
10 Facsimile: (702) 380-8572  
11 Email: darren.brenner@akerman.com  
12 Email: matthew.knepper@akerman.com

  
CLERK OF THE COURT

13 *Attorneys for Defendant Bank of America, N.A.*

14 SUZANA PASTOR,

15 Plaintiff,

16 v.

17 BANK OF AMERICA, N.A.; GREEN TREE  
18 SERVICING, LLC; DEPARTMENT STORES  
19 NATIONAL BANK; and EQUIFAX  
20 INFORMATION SERVICES, LLC,

21 Defendants.

22 Case No.: A-15-722669-C  
23 Dept. No.: XXIX

24 **NOTICE OF APPEARANCE**

25 PLEASE TAKE NOTICE that Darren T. Brenner, Esq., and Matthew I. Knepper, Esq.,  
26 appear as counsel of record for Defendant Bank of America, N.A.

27 All items, including, but not limited to, pleadings, papers, correspondence, documents and  
28 any other thing related to this matter can be forwarded to counsel at the below address:

29 DATED December 4, 2015. AKERMAN LLP

30 /s/ Matthew I. Knepper

31 DARREN T. BRENNER, ESQ.  
32 Nevada Bar No. 8386  
33 MATTHEW I. KNEPPER, ESQ.  
34 Nevada Bar No. 12796  
35 1160 Town Center Drive, Suite 330  
36 Las Vegas, Nevada 89144

37 *Attorneys for Bank of America, N.A.*

38 {36718815;1}

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 4th day of December, 2015 and pursuant to NRCP 5(b), I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **NOTICE OF APPEARANCE**, addressed to:

Michael Kind, Esq.  
KAZEROUNI LAW GROUP, APC  
mkind@kazlg.com

David H. Krieger, Esq.  
HAINES & KRIEGER, LLC  
wiznet@hainesandkrieger.com

Sara Khosroabadi, Esq.  
HYDE & SWIGART  
ecf@westcoastlitigation.com

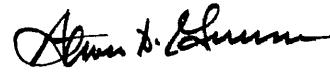
*Attorneys for Plaintiff Suzana Pastor*

/s/ Lucille Chiusano  
An employee of AKERMAN LLP

AKERMAN LLP

1160 Town Center Drive, Suite 330  
LAS VEGAS, NEVADA 89144  
TEL.: (702) 634-5000 - FAX: (702) 380-85

Electronically Filed  
12/04/2015 12:16:43 AM



CLERK OF THE COURT

1 **IAFD**

2 DARREN T. BRENNER, ESQ.  
Nevada Bar No. 8386  
3 MATTHEW I. KNEPPER, ESQ.  
Nevada Bar No. 12796  
AKERMAN LLP  
4 1160 Town Center Drive, Suite 330  
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5 Telephone: (702) 634-5000  
Facsimile: (702) 380-8572  
Email: darren.brenner@akerman.com  
Email: matthew.knepper@akerman.com

7 *Attorneys for Defendant Bank of America, N.A.*

11 SUZANA PASTOR,

12 Plaintiff,

13 v.

14 BANK OF AMERICA, N.A.; GREEN TREE  
15 SERVICING, LLC; DEPARTMENT STORES  
NATIONAL BANK; and EQUIFAX  
16 INFORMATION SERVICES, LLC,

17 Defendants.

Case No.: A-15-722669-C  
Dept. No.: XXIX

**INITIAL APPEARANCE FEE  
DISCLOSURE**

18 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for  
19 parties appearing in the above-entitled action as indicated below:

21 Bank of America, N.A. \$223.00

22 TOTAL REMITTED: \$223.00

23 DATED this 4th day of December, 2015. AKERMAN LLP

24 /s/ Matthew I. Knepper

25 DARREN T. BRENNER, ESQ.  
Nevada Bar No. 8386  
26 MATTHEW I. KNEPPER, ESQ.  
Nevada Bar No. 12796  
1160 Town Center Drive, Suite 330  
27 Las Vegas, Nevada 89144

28 *Attorneys for Bank of America, N.A.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 4th day of December, 2015 and pursuant to NRCP 5(b), I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE**, addressed to:

Michael Kind, Esq.  
KAZEROUNI LAW GROUP, APC  
mkind@kazlg.com

David H. Krieger, Esq.  
HAINES & KRIEGER, LLC  
wiznet@hainesandkrieger.com

Sara Khosroabadi, Esq.  
HYDE & SWIGART  
ecf@westcoastlitigation.com

*Attorneys for Plaintiff Suzana Pastor*

/s/ Lucille Chiusano  
An employee of AKERMAN LLP

AKERMAN LLP

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TEL.: (702) 634-5000 – FAX: (702) 380-8572